

PART II – CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisition.gov/far>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

I.2	FAR 52.202-1	Definitions (NOV 2013)	
I.3	FAR 52.203-3	Gratuities (APR 1984)	
I.4	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	
I.6	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
I.9	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	
I.10	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)	
I.11	FAR 52.203-14	Display of Hotline Poster(s) (OCT 2015)	(b)(3) DOE IG Hotline Poster: http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf
I.12	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)	
I.13	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
I.14	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
I.15	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)	
I.16	FAR 52.204-13	System for Award Management Maintenance (JUL 2013)	
I.17	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (JAN 2014)	
I.18	FAR 52.204-18	Commercial and Government Entity Code Maintenance (JUL 2015)	
I.19	FAR 52.204-19	Incorporation by Reference of Representations and	

		Certifications (DEC 2014)	
I.20	FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)	
I.21	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	
I.22	FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)	
I.23	FAR 52.210-1	Market Research (APR 2011)	
I.24	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	
I.25	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
I.26	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (AUG 2011)	
I.27	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)	
I.28	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.	
I.29	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
I.30	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate III (OCT 1997)	(c)CD-ROM, as requested by the Contracting Officer.
I.31	FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)	
I.32	FAR 52.216-7	Allowable Cost and Payment (JUN 2013), as modified by DEAR 952.216-7(Applicable only to the portion of T&M task orders that provides for reimbursement of non-labor costs)	(a)(3) 30 th
I.33	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the contract
I.34	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000) (Applies at the task order level, not at the basic IDIQ contract level. Applicability will be determined on an individual task order basis.)	(a) TBD on task order level; TBD on task order level (c) TBD on task order level
I.35	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)	
I.36	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	
I.37	FAR 52.219-14	Limitations on Subcontracting (NOV 2011)	
I.38	FAR 52.219-28	Post-Award Small Business Program Representation (JUL 2013)	(g) Offeror fill-in after award, if applicable: The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 562910 assigned to contract number TBD. (Contractor to sign and date and insert authorized signer's name and title).
I.39	FAR 52.222-3	Convict Labor (JUN 2003)	
I.40	FAR 52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	
I.41	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
I.42	FAR 52.222-26	Equal Opportunity (APR 2015)	

I.43	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)	
I.44	FAR 52.222-37	Employment Reports on Veterans (FEB 2016)	
I.45	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.46	FAR 52.222-41	Service Contract Labor Standards (MAY 2014)	
I.47	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)	
I.48	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	
I.49	FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	
I.50	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	
I.51	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
I.52	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
I.53	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	
I.54	FAR 52.223-10	Waste Reduction Program (May 2011)	
I.55	FAR 52.223-16	Acquisition of EPEAT® – Registered Personal Computer Products (Oct 2015)	
I.56	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	
I.57	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
I.58	FAR 52.224-1	Privacy Act Notification (APR 1984)	
I.59	FAR 52.224-2	Privacy Act (APR 1984)	
I.60	FAR 52.225-1	Buy American – Supplies (MAY 2014)	
I.61	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	
I.62	FAR 52.227-1	Authorization and Consent (DEC 2007)	
I.63	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	
I.64	FAR 52.227-3	Patent Indemnity (APR 1984)	
I.65	FAR 52.227-14	Rights In Data-General. (MAY 2014) – As Modified by DEAR 927.409, Alternate II (DEC 2007), Alternate III (DEC 2007), and Alternate V (DEC 2007)	
I.66	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	[Offeror Fill-In]
I.67	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997) (Applies to FFP task orders only)	
I.68	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013) (Applies to FFP task orders only)	
I.69	FAR 52.232-1	Payments (APR 1984) (Applies to FFP task orders only)	
I.70	FAR 52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG2012) (Applies to T&M task orders only)	
I.71	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002) (Applies to FFP task orders only)	
I.72	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
I.73	FAR 52.232-11	Extras (APR 1984) (Applies to FFP task orders only)	
I.74	FAR 52.232-17	Interest (MAY 2014)	
I.75	FAR 52.232-22	Limitation of Funds (APR 1984)	

I.76	FAR 52.232-23	Assignment of Claims (MAY 2014)	
I.77	FAR 52.232-25	Prompt payment (JUL 2013)	
I.78	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)	
I.79	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
I.80	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	
I.81	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
I.82	FAR 52.233-3	Protest after Award (AUG 1996)	
I.83	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	
I.84	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	
I.85	FAR 52.237-3	Continuity of Services (JAN 1991)	
I.86	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	
I.87	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	
I.88	FAR 52.242-3	Penalties for Unallowable Costs (May 2014)	
I.89	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	
I.90	FAR 52.242-13	Bankruptcy (JUL 1995)	
I.91	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate IV (APR 1984) (Applies to FFP task orders only)	
I.92	FAR 52.243-3	Changes – Time-and-Materials or Labor-Hours (Sep 2000) (Applies to T&M task orders only)	
I.93	FAR 52.244-2	Subcontracts (Oct 2010)	(d)Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$5,000,000.00 (j) fill-in: any and all subcontractors evaluated prior to contract award (as listed in Section H.18, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contract.
I.94	FAR 52.244-6	Subcontracts for Commercial Items (FEB 2016)	
I.95	FAR 52.245-1	Government Property (APR 2012) as modified by DEAR 952.245-5	
I.96	FAR 52.245-1	Government Property (APR 2012) Alternate I (APR 2012) as modified by DEAR 952.245-5	
I.97	FAR 52.245-9	Use and Charges (APR 2012)	
I.98	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
I.99	FAR 52.248-1	Value Engineering (OCT 2010)	(m) Contracting Officer fill-in at award
I.100	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012) (Applies to FFP task orders only)	

I.101	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004) (Applies to T&M task orders only)	
I.102	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) (Applies to FFP task orders only)	
I.103	FAR 52.249-14	Excusable Delays (APR 1984)	
I.104	FAR 52.251-1	Government Supply Sources (APR 2012)	
I.105	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
I.106	DEAR 952.202-1	Definitions	
I.107	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
I.108	DEAR 952.204-75	Public Affairs (DEC 2000)	
I.109	DEAR 952.204-77	Computer Security (AUG 2006)	
I.110	DEAR 952.208-70	Printing (APR 1984)	
I.111	DEAR 952.209-72	Organizational Conflicts of Interest (Aug 2009)	
I.112	DEAR 952.215-70	Key Personnel (DEC 2000)	(a) See Section H Key Personnel
I.113	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)	
I.114	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
I.115	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
I.116	DEAR 952.227-14	Rights in data-general (DOE coverage-alternates VI and VII)	
I.117	DEAR 952.227-82	Rights to proposal data (APR 1994)	[Offeror Fill-In]
I.118	DEAR 952.242-70	Technical Direction (DEC 2000)	
I.119	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	
I.120	DEAR 970.5204-3	Access to and ownership of records (OCT 2014)	

FULL TEXT CLAUSES

I.121 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued [from effective date of contract award through the end of the total contract period].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.122 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [\$1,000.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order. The Contractor is not obligated to honor -*
 - (1) Any order for a single item in excess of [\$24,500,000.00]
 - (2) Any order for a combination of items in excess of [\$24,500,000.00]; or
 - (3) A series of orders from the same ordering office within [365 days] that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5 days] after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.123 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after Three (3) years beyond the end of the contract ordering period.

I.124 FAR 52.219-17 SECTION 8(A) AWARD (DEC 1996)

- (a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:
 - (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
 - (2) Except for novation agreements and advance payments, delegates to the US Department of Energy the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
 - (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
 - (4) To notify the US Department of Energy Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility

was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the “Disputes” clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the US Department of Energy.

I.125 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

I.126 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of

Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.127 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class*

**Monetary Wage—Fringe*
Benefits**

**to be determined and included on an individual task order basis*